

HUNTER REFUND POLICY TERMS

THESE TERMS AND CONDITIONS GOVERN FELLOW HUNTER'S HUNTER REFUND POLICY (THE "HUNTER REFUND POLICY") AVAILABLE TO HUNTERS WHO BOOK AND PAY FOR LAND LISTED BY A LANDOWNER THROUGH THE FELLOW HUNTER SITE OR APPLICATION (THE "PLATFORM") AND SUFFER A TRAVEL ISSUE AND THE OBLIGATIONS OF THE LANDOWNER ASSOCIATED WITH THE HUNTER REFUND POLICY. ALL CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THE FELLOW HUNTER TERMS OF SERVICE OR PAYMENTS TERMS OF SERVICE UNLESS OTHERWISE DEFINED IN THIS HUNTER REFUND POLICY.

Last Updated: July 28, 2017

1. Travel Issue. A "Travel Issue" means any one of the following:
 - a) the Landowner of the Land (i) cancels a reservation shortly before the scheduled start of the reservation, or (ii) fails to provide the Hunter with the reasonable ability to access the Land (e.g., by failing to unlock a gate or provide information on the location of the hunting Land).
 - b) the description of the Land in the Listing is materially inaccurate
 - c) at the start of the Hunter's reservation, the Land: (i) is not generally safe and secure for hunting such as additional hunters on the property or (ii) contains safety or health hazards that would be reasonably expected to adversely affect the Hunter's hunt on the Land in Fellow Hunter's judgment.
2. The Hunter Refund Policy. If you are a Hunter and suffer a Travel Issue, we agree, at our discretion, to either (i) reimburse you up to the amount paid by you through the Platform, as determined by Fellow Hunter in our discretion, depending on the nature of the Travel Issue suffered or (ii) use our reasonable efforts to find and book you another Land for any unused days left in your reservation which in our determination is reasonably comparable to the Land described in your original reservation in terms of size and quality. All determinations of Fellow Hunter with respect to the Hunter Refund Policy, including without limitation the size of any refund, shall be final and binding on the Hunters and Landowners.

3. Conditions to Claim a Travel Issue. Only a Hunter may submit a claim for a Travel Issue. If you are a Hunter, in order to submit a valid claim for a Travel Issue and receive the benefits with respect to your reservation, you are required to meet each of the following conditions:
 - a) you must bring the Travel Issue to our attention in writing (Fellow Hunter.com/contact) or via telephone and provide us with information (including photographs or other evidence) about the Land and the circumstances of the Travel Issue within 24 hours after the start of your reservation, and must respond to any requests by us for additional information or cooperation on the Travel Issue;
 - b) you must not have directly or indirectly caused the Travel Issue (through your action, omission or negligence); and
 - c) you must have used reasonable efforts to try to remedy the circumstances of the Travel Issue with the Landowner prior to making a claim for a Travel Issue.

4. Minimum Quality Standards, Landowner's Responsibilities and Reimbursement to Hunter. If you are a Landowner, you are responsible for ensuring that the Land you list on the Platform meet minimum quality standards regarding access, adequacy of the description on the Platform, safety and do not present a Hunter with Travel Issues. During the 24-hour period following the Hunter's check-in, Landowners should be available, or make a third-party available, via email or phone in order to try, in good faith, to resolve Hunter issues.
 - a) If you are a Landowner, and if (a) Fellow Hunter determines that a Hunter has suffered a Travel Issue related to the Land listed by you and (b) Fellow Hunter either reimburses that Hunter any amount up to the amount paid by the Hunter through the Platform for the Land or provides an alternative Land to the Hunter, you agree to allow Fellow Hunter to automatically charge your credit or debit card up to the amount paid by Fellow Hunter within 30 days of Fellow Hunter's request. All determinations of Fellow Hunter with respect to the Hunter Refund Policy, including without limitation the size of any refund to the Hunter, shall be final and binding on the Hunters and Landowners. You also agree that in order for you to reimburse Fellow Hunter up to the amount paid by Fellow Hunter, Fellow Hunter may off-set or reduce any amounts owed by Fellow Hunter to you by this amount. If the Hunter remains for part or all of the stay despite the Travel Issue, the Hunter will receive a refund that will

reduce the amount of the Land Fees ultimately paid to you. If the Hunter is relocated to an alternative Land, you may lose part or all of the Land Fee payment for the booking and you may be responsible for reasonable additional costs incurred to relocate the Hunter to the alternative Land.

- b) The rights of the Hunters under the Hunter Refund Policy supersede the cancellation policy established by a Landowner. If you as a Landowner dispute the Travel Issue you may notify us in writing (Fellow Hunter.com/contact) or via telephone and provide us with information (including photographs or other evidence) disputing the claims regarding the Travel Issue, provided you must have used reasonable and good faith efforts to try to remedy the Travel Issue with the Hunter prior to disputing the Travel Issue claim. You agree that all determinations of Fellow Hunter with respect to the Travel Issue shall be final and binding on the Hunters and Landowners regardless of your submission of a dispute against such Travel Issue. In the event of one or more Travel Issues, Fellow Hunter, in its discretion, may elect to take additional actions. These actions include, but are not limited to, negatively affecting your Listing ranking, automated reviews indicating Travel Issues, cancelling future bookings, suspending or removing the Listing of the Land or imposing penalties or fees for the administrative burden associated with the Travel Issues.

5. General Provisions.

- a) No Assignment/No Insurance. This Hunter Refund Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Hunter, and the Hunter has not paid any premium in respect of the Hunter Refund Policy. The benefits provided under this Hunter Refund Policy are not assignable or transferable by you.
- b) Modification or Termination. Fellow Hunter reserves the right to modify or terminate this Hunter Refund Policy, at any time, in its sole discretion, and without prior notice. If Fellow Hunter modifies this Hunter Refund Policy, we will post the modification on the Platform or provide you with notice of the modification and Fellow Hunter will continue to process all claims for Travel Issues made prior to the effective date of the modification.

- c) Entire Agreement and Definitions. This Hunter Refund Policy constitutes the entire and exclusive understanding and agreement between Fellow Hunter and you regarding the Hunter Refund Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Fellow Hunter and you regarding the Hunter Refund Policy.

 - d) Contracting Entity. If you are using the Platform and you reside or use the Platform in the USA, this Hunter Refund Policy is between you and Fellow Hunter, Inc.

 - e) Controlling Law. If you are contacting with Fellow Hunter, Inc., this Hunter Refund Policy will be interpreted in accordance with the laws of the State of Pennsylvania and the United States of America, without regard to its conflict-of-law provisions.

 - f) Limitation of Liability. IN NO EVENT WILL FELLOW HUNTER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS HUNTER REFUND POLICY, EXCEED THE AMOUNT OF THE LAND FEES COLLECTED BY FELLOW HUNTER FROM THE HUNTER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT, BY POSTING A LISTING OR BOOKING THE LAND OR OTHERWISE USING THE PLATFORM AS A LANDOWNER OR HUNTER, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS HUNTER REFUND POLICY.
6. Contacting Fellow Hunter. If you have any questions about the HUNTER Refund Policy, please contact Fellow Hunter at <http://FellowHunter.com/contact>.

